

# BOC Express Cash Business Owner Loan Application Form



中國銀行(香港)  
BANK OF CHINA (HONG KONG)



NCB 南洋商業銀行  
集友銀行  
Chiyu Banking Corporation Ltd.

Please complete this form in English & in BLOCK Letters and where necessary, put a "✓" in the appropriate box.

Serial No.:

## CARD CENTRE USE ONLY

Recommended Branch / Dept. No.: 012

Staff No.:

CIN information: ☐ Without SP / ☐ With SP, please provide the details:

## LOAN AMOUNT AND REPAYMENT

☐ BOC Express Cash Business Owner Loan Application - for Commercial Customer / Retail Shop Customer (CDM:626 PM:0000 CSET:R68 SC:728)

☐ BOC Express Cash Business Owner Loan Application - for Customer of Wet Market Business (CDM:626 PM:0000 CSET:R79 SC:735)

Loan Amount Required: HK\$

Repayment Period ☐ 12 months ☐ 24 months ☐ 36 months ☐ 48 months ☐ 60 months

Loan Purpose ☐ Personal Use ☐ Settle Credit Card/Loan Outstandings ☐ Commercial Use ☐ Others

## PERSONAL DATA

Name

(Surname) (Given Name)

Chinese Name Previous Name / Other Name (If applicable)  
(Please provide proof)

Nationality ID Card No. (Please enclose copy)

Marital Status ☐ Single 1 ☐ Married 2 ☐ Divorced 3

Gender ☐ M ☐ F Date of Birth DD/ MM/ YYYY

Hong Kong Residential Address in English (P.O. Box will not be accepted)

Room / Flat Floor Block

Name of Building / Estate

No. & Name of Street

District

☐ HK 1 ☐ KLN 2 ☐ NT 3

☐ My permanent residential address is different from the above address  
(Please provide additional permanent residential address proof in English)

Years There Email Address

(Optional)

Year (s) Month (s) (To receive products / services marketing materials such as interest rate and handling fee promotion by e-mail, please fill in this part)

Hong Kong Residential Tel.

Mobile Phone / Pager No.

Accommodation

☐ Private Property (Mortgaged)<sup>2</sup> ☐ Rented<sup>6</sup> ☐ Home Ownership Scheme Housing (Mortgaged)<sup>3</sup>

Total Monthly Instalment / Rental ☐ Individual ☐ Joint HK\$

Monthly Instalment / Rental by the applicant HK\$

☐ Self Owned (No Mortgage)<sup>1</sup> ☐ Public Housing / Tenants Purchase Scheme<sup>5</sup>

☐ Owned by Relatives<sup>4</sup> ☐ Quarters / Others<sup>7</sup>

Education ☐ University or above 01 ☐ Post Secondary 02 ☐ Secondary 03

☐ Primary 04 ☐ Others 05

## "CORRESPONDANCE ADDRESS" SETTING

Please set up Correspondence Address using my

☐ Residential Address ☐ Company Address

The address selected will be used as a correspondence address, including but not limited to the BOC Express Cash, in the event of its approval.

## COMPANY INFORMATION

Company Name

Business Mode ☐ Sole Proprietorship  
☐ Partnership, Percentage of Shareholding of Applicant %

Company Address

Room / Flat Floor Block

Name of Building / Estate

No. & Name of Street

District

☐ HK 1 ☐ KLN 2 ☐ NT 3

Company Tel.

Ext.

Nature of Business

Annual Sales Value (HK\$) (For Loan Approval Reference)

Years of Establishment

Year(s) Month(s)

Business Registration Certificate No.

Primary Bank Account

Name of Bank Account Types ☐ Company Current

Account No. ☐ Company Saving

☐ I/We declare that I/we am/are the Authorized Officer(s) of the above named applicant Company, and hereby agree and authorize BOC Credit Card (International) Ltd to access use the latest 6 monthly statements of the applicant's Company Bank Account for the loan application process. (Only applicable for BOCHK Business Owner)

## INSTALMENT LOAN DISBURSEMENT & REPAYMENT AUTHORIZATION

I hereby authorize BOC Credit Card (International) Ltd ("the Company") to directly disburse the approved loan amount net of any handling fee (if applicable) to the designated account stated immediate below.

Designated Loan Disbursement Account

Bank Name:

Account Holder:

Account Number:

I agree that if a loan repayment account has not been provided by me, I hereby authorize the use of the above account as my designated loan repayment account (the "repayment account"), and the Company will from time to time debit the outstanding amount and the handling fee of the loan from the repayment account. I accept full responsibility for any overdraft (including any interest and handling charges incurred) in the repayment account to meet any such transfer(s). Any notice of cancellation or variation of this authorization that I may give to the Bank shall be given at least 3 working days prior to the date on which such cancellation / variation is to take effect. Another loan repayment account must be provided. A copy of such notice shall also be given to the Payee by me. I also accept full responsibility for any cancellation / variation (including any interest and handling charges incurred) of this authorization.

Name of party to be credited (the "Payee"): BOC CREDIT CARD (INTERNATIONAL) LTD

Account to be credited: 043-472-0-021777-0

Designated Loan Repayment Account

Bank Name: ☐ Bank of China (Hong Kong) Ltd ☐ Chiyu Banking Corporation Ltd  
☐ Nanyang Commercial Bank Ltd

(Please complete the "Direct Debit Authorization" form in last page if other bank's account is chosen as Designated Loan Repayment Account)

Account Holder:

Account Number:

RELATIONSHIP WITH DIRECTOR / EMPLOYEE OF OUR BANK	BANK REFERENCE
<p>Are you one of the following persons or their relatives: director/ supervisor/ chief executive/ senior management/ chairman of committee/ head of department/ head of branch/ lending officer/ controller (holdings above 5% shareholding alone or together with associates who are controllers) of BOCHK or Bank of China Ltd (including their subsidiaries and branches)?</p> <p><input type="checkbox"/> If yes, please complete the following information.</p> <p>Chinese Name: _____ English Name: _____</p> <p>Department: _____</p> <p>Relationship with Applicant: _____</p> <p><input type="checkbox"/> No, I/We confirm that I am/We are not any of the above persons or their relatives. I/we undertake to notify BOCHK promptly should my/our status change, i.e. I/we become one of the above persons or their relatives.</p>	<p>1. Are you existing customer of following banks? (please use "✓" to select the bank(s), can choose more than 1 choice)</p> <p><input type="checkbox"/> Bank of China (Hong Kong) Ltd.      <input type="checkbox"/> Nanyang Commercial Bank Ltd.</p> <p><input type="checkbox"/> Chiyu Banking Corporation Ltd.</p> <p>(Existing services you enjoy: <input type="checkbox"/> BOC Wealth Management<sup>1</sup>   <input type="checkbox"/> NCB Wealth Management<sup>2</sup></p> <p><input type="checkbox"/> Enrich Banking<sup>3</sup>   <input type="checkbox"/> i-Free Banking<sup>4</sup>   <input type="checkbox"/> Payroll Services<sup>5</sup>   <input type="checkbox"/> Credit Card<sup>6</sup></p> <p><input type="checkbox"/> Mortgage<sup>7</sup>   <input type="checkbox"/> Securities<sup>8</sup>   <input type="checkbox"/> others<sup>9</sup>)</p> <p><input type="checkbox"/> No, I'm not an existing customer of any of the above named banks</p> <p>2. I declare I <b>have / have not*</b> applied for any mortgage loan with Bank of China (Hong Kong) Ltd / Nanyang Commercial Bank Ltd / Chiyu Banking Corporation Ltd</p> <p>My mortgage loan application status is   <input type="checkbox"/> Awaiting approval   <input type="checkbox"/> Application has been approved</p> <p>Please state bank &amp; branch name: _____</p> <p>Completion date (DD/MM/YYYY): _____</p> <p>* Eliminate the unnecessary</p>

YOUR SIGNATURE			
<p>I <b>do not wish</b> the BOC Credit Card (International) Limited to use my personal data in direct marketing via the following channel(s) (please use "✓" to select the channel(s)):-</p> <p><input type="checkbox"/> Electronic Channels      <input type="checkbox"/> Mail      <input type="checkbox"/> Personal Call</p> <p>If you return this Form without ticking any of the above boxes, it means that you do not wish to opt-out from any form of the BOC Credit Card (International) Limited ("the Card Company")'s direct marketing.</p> <p><input type="checkbox"/> To improve and provide more comprehensive services to our customers, the Card Company may provide your personal data to other members of the Group* and any other persons for their use in direct marketing of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth. Please tick "✓" this box if you <b>do not wish</b> the Company to provide your personal data to the above persons for the above purposes.</p> <p><b>*The "Group" means the Card Company and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of the Card Company's holding companies, wherever situated.</b></p> <p>The above represents your present choice regarding whether or not to receive direct marketing materials, and the Card Company's intended provision of your personal data to other members of the Group* for their use in direct marketing. This replaces any choice communicated by you to the Card Company prior to this application. Please note that your above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Card Company's Data Policy Notice. Please also refer to the said Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use in direct marketing.</p> <p>I declare that the above information is true and complete and hereby authorize the Company to contact my employers, financial and credit institutions or any other credit or information source for the verification thereof and for the collection of such information as may be required for the processing and evaluation of this application and, if my application is approved, for the operation of my account(s).</p> <p>I further authorize the Company to disclose any information regarding me and/or this application and/or my account(s) with the Company confidentially to (i) the Company's employees, agents and contractors for the purpose of processing and verifying this application; (ii) third parties employed by the Company to provide services in connection with the operation of customer accounts (including credit check and debt collection service) and marketing of account services; (iii) Bank of China (Hong Kong) Limited and its subsidiaries; and (iv) any third party whose name or logo appears on the BOC Credit Card. I agree and understand that the data held by the Company relating to me may be transferred to places (including places outside Hong Kong) at any time and from time to time where the Company deems necessary.</p> <p>I hereby solemnly and sincerely declare that (i) I do not have any overdue payment exceeding 30 days or any account that was cancelled by the financial institute due to my default in payment in respect of any indebtedness (including without limitation credit card, mortgaged, personal loan and other financial arrangement); and (ii)(a) I have never been adjudged bankrupt, or made the subject of any bankruptcy or similar proceedings, or of any receiving or similar order, in Hong Kong or elsewhere; and (b) I have carefully and conscientiously considered the status of my assets and liabilities. I have no intention to petition for my own bankruptcy or for any similar order, or propose to enter into with my creditors any individual voluntary arrangement or similar arrangement, in Hong Kong or elsewhere, nor do I see any reason why I should do so. I understand the Company to consider the credit report from TransUnion Limited and authorize BOCHK to check my credit information for the collection of such information from TransUnion Limited by my own (Tel.: 2577 1816).</p> <p>I understand the application and approval of the BOC Express Cash Instalment Loan is subject to sections 85 of the Banking Ordinance (Cap.155), and the loan amount is determined by the final approval decision of BOCHK.</p> <p>I understand and agree that the Company will not send me monthly statement of account on approval and acceptance by me of this loan application. As a substitute, the Company will send me by mail a loan advice listing out the repayment and outstanding loan details. A loan repayment record will be provided by the Company only upon my personal request (Applicable for BOC Express Cash Instalment Loan only).</p> <p>I understand that remuneration of sales staff consists of fixed and variable components. The award of variable remuneration correlates in part with the staff's performance in financial and non-financial factors.</p> <p><b>I acknowledge that I have received, read and understood the contents of the attached Terms and Conditions of BOC Express Cash Instalment Loan, terms and conditions of the promotional offers (if applicable), Data Policy Notice (or such other document(s) issued under whatever name from time to time by BOC Credit Card (International) Limited and certain of its related entities relating to their general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time), and all written terms, conditions and remarks, and agree to be bound by them.</b></p> <p>Signature of applicant (Please do not alter) _____ Date _____</p> <p><b>X</b> _____</p> <p>(Your signature (on this application form) must correspond with your loan repayment account signature.)</p>			
Card Centre Use Only	I.V.	BOCHK Business Owner Verified (if applicable):	A.No.:

\* Please refer to the related terms and conditions overleaf.

PLEASE ENCLOSE			
<p>To expedite processing and due diligence, please enclose A4 size copy of the following documents (all documents supplied including the enclosed application form will not be returned):</p> <p><input type="checkbox"/> Hong Kong Identity Card (the copy should be enlarged and lighter in color); or passport copy in the event of a non-Hong Kong Permanent resident. (Applicant must be a Hong Kong resident aged 18 or above.)</p> <p><input type="checkbox"/> Latest 3 months' residential address proof in English, e.g. electricity bill, rates demand note or bank statement (If permanent residential address is different from current residential address, please provide additional permanent residential address proof in English)</p> <p><input type="checkbox"/> Business Registration Certificate</p> <p><input type="checkbox"/> Latest 6 months' Bank Statements*</p> <p><input type="checkbox"/> Latest 7 days delivery invoices issued by approved suppliers (Applicable to Wet Market Business Owner only)</p> <p><input type="checkbox"/> Stall Card (Applicable to Wet Market Business Owner only)</p> <p><input type="checkbox"/> Food Business License (Applicable to Wet Market Business Owner only)</p> <p>* Accept at the most 2 primary bank accounts record for each company applicant (either 2 current / savings accounts or one each)</p>			

CARD CENTRE USE ONLY			
CR	MMR	PIA	R
		OV	X
LA	T	A1	A2
		DT	DT
RCR	RMMR	PIA	R
		OV	X
RLA	RT	A1	A2
		DT	DT
EXC: Y/N	CMS	TE	
P			

INTERNAL USE ONLY	
Staff ID:	Staff Signature:
Date:	Time:
Ext:	I.R.

## TERMS & CONDITIONS OF BOC EXPRESS CASH INSTALMENT LOAN

Successful applicant ("Borrower") of the approved BOC Express Cash Instalment Loan shall be subject to the following terms and conditions:

1. (a) In these terms and conditions:

"Business Day"	means a day on which commercial banks in Hong Kong are open for business but excluding Saturdays, Sundays and public holidays;
"Card Company"	means BOC Credit Card (International) Limited;
"Designated Account"	means the account designated by the Borrower in the application form under the heading of "Direct Debit Authorization" or such other account as designated by the Borrower (and accepted by the Card Company) from time to time for the purpose of debiting such account for the repayment of the Monthly Instalment (as defined below) and other charges relating to the Loan;
"Drawdown Date"	means the proposed drawdown date of the Loan as applied by the Borrower and accepted by the Card Company, which shall be confirmed in the Loan Advice;
"Extension Fee"	means the handling fee being charged by the Card Company and confirmed in the Loan Advice if the Borrower elects to repay the Monthly Instalment not on the first Business Day of the next following calendar month after the Drawdown Date;
"Final Repayment Date"	means the final repayment date for the Loan, which shall be the last date of the Loan Period where the last Monthly Instalment is due and payable by the Borrower;
"HK\$"	means Hong Kong dollars, the lawful currency of Hong Kong;
"Hong Kong"	means the Hong Kong Special Administrative Region of The People's Republic of China;
"Interest"	means the interest payable in relation to the Loan and is more particularly set out in Clause 6;
"Loan"	means the aggregate principal amount of BOC Express Cash Instalment Loan made available to the Borrower pursuant to these terms and conditions;
"Loan Advice"	means the confirmation issued by the Card Company to the Borrower in relation to the Loan; and
"Loan Period"	means the period of the Loan which can be repaid by instalment and shall be confirmed in the Loan Advice.

(b) All singular references in these terms and conditions shall include the plural and vice versa.

2. The Card Company may in its absolute discretion approve or reject any application for a Loan without giving any reason. The Card Company will by written notice and/or verbal inform the Borrower whether the application is approved or rejected and in no event shall the Card Company be responsible for any loss or liability which the Borrower may suffer or incur as a result of any such application being rejected. An application, once approved, shall not be cancelled or amended by the Borrower and the Borrower shall be bound to accept the Loan on the terms set out in the Loan Advice.
3. The Card Company may in its absolute discretion determine the exact amount of the Loan, the Interest or the Loan Period and the Borrower hereby irrevocably agrees to borrow the Loan notwithstanding that the amount of the Loan, the Interest or the Loan Period approved by the Card Company is different from that applied for.
4. After approval of an application, the Card Company will, on or immediately after the Drawdown Date advance the principal amount of the Loan to the Borrower in such manner as accepted by the Card Company. The Borrower shall be responsible for all charges and fees associated with advancement of the principal amount of the Loan and any such charge and fee shall be deducted from the Loan and/or debited to the Designated Account at the time of advancement of the Loan.
5. Handling fee ("Handling Fee") will be charged in such amount and in such manner as the Card Company may notify to the Borrower or specified in the application form, which shall be confirmed in the Loan Advice. The Handling Fee will be debited from the Loan at the time of advancement of the Loan.
6. Interest shall be calculated and payable on the Loan from and including the Drawdown Date to and including the Final Repayment Date ("Interest"). The rate of interest applicable to the Loan shall be specified in the application form and confirmed in the Loan Advice. Interest shall accrue from day to day and shall be calculated on the basis of a 30-day month and a 365-day year.
7. The principal amount of the Loan and the Interest shall be repaid by equal monthly instalments during the Loan Period (the "Monthly Instalments" and each a "Monthly Instalment") as applied by the Borrower and approved by the Card Company, which shall be confirmed in the Loan Advice and such amount shall be rounded up to the nearest cent. The Borrower hereby acknowledges that the amount of the last Monthly Instalment may not be equal to the amount of each of the previous Monthly Instalment and such amount of the last Monthly Instalment shall be the outstanding amount of the Loan.
8. The first Monthly Instalment and Extension Fee (if any) shall be debited to Designated Account on the first Business Day of the next following calendar month after the Drawdown Date or a date which is approved by the Card Company ("Repayment Date"). Each subsequent Monthly Instalment shall be debited to the Designated Account on the first Business Day of the next following calendar month after the subsequent Repayment Date ("Subsequent Repayment Dates") provided that if there is not such a day in any subsequent calendar month, the relevant Monthly Instalment shall be debited on the last day of that calendar month or if such day is not a Business Day for the Card Company or the relevant Monthly Instalment cannot be debited to the Designated Account for reasons beyond the control of the Card Company, the same shall be debited to the Designated Account in accordance with the usual practice of the Card Company.
9. If the Borrower fails to pay any sum payable in relation to the Loan when due or on the Repayment Date or any Subsequent Repayment Dates, the Borrower shall on demand of the Card Company pay default interest on that sum each time from the due date to the date of receipt by the Card Company at the rate which is 3% of the overdue amount (or at such rate which the Card Company may from time to time notify to the Borrower) ("Default Interest"), together with other fees which the Card Company may from time to time notify to the Borrower. The Default Interest payable in accordance with this Clause shall accrue daily and be calculated on the basis of actual number of days elapsed and a 30-day month.
10. The Borrower may by written notice apply for early repayment of all but not part of the outstanding Monthly Instalments. The Card Company will only approve such application when the Borrower has repaid to the Card Company all sums due and payable by the Borrower hereunder, together with an administration fee or charges which the Card Company may from time to time notify to the Borrower.
11. The Card Company is hereby irrevocably authorized by the Borrower to debit the Designated Account with the amount of each Monthly Instalment, Extension Fee (if any), Default Interest (if any) and all other fees, charges and sums due and payable by the Borrower hereunder ("Charges"). All payments to be made by the Borrower hereunder shall, unless stated or otherwise, be made on a Business Day.
12. All payments made by the Borrower must be in HK\$ unless approved by the Card Company. Payments received from the Borrower shall be applied towards repayment of the Loan in the following order or in such other order as the Card Company may in its absolute discretion determine from time to time: (i) legal and collection fees, finance charges, Handling Fees, Charges and other fees and charges; (ii) accrued Interests and Default Interests; and (iii) outstanding Loan amount.
13. Notwithstanding anything herein to the contrary, the Card Company may review the Loan on a regular basis and in the event there is any default in any of the repayment, or the Card Company reasonably considers it is necessary to protect its interest, the Card Company shall be entitled to debit all of the outstanding Monthly Instalments, together with the Charges to the Designated Account at any time without prior notice or provide reason to the Borrower, or demand the

Borrower for immediate repayment of all sums which are due and payable by the Borrower hereunder.

14. The Card Company may at its own discretion, at the request of the Borrower, extend the Final Repayment Date or revise the terms of the Loan, and a renewal fee or other fees and charges shall be payable by the Borrower.
15. The Borrower hereby irrevocably authorizes the Card Company at any time and from time to time to combine and set off all or any of the accounts of Borrower with the Card Company without prior notice to the Borrower.
16. The Borrower acknowledges that liabilities of the Borrower to the Card Company hereunder may be settled in a variety of ways. The Borrower hereby irrevocably authorizes and instructs each of Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited and Chiyu Banking Corporation Limited (the "Banks") with which he/she may have account(s) to debit and pay to the Card Company the full amount or part thereof standing to the credit of such account(s) (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of any liability of the Borrower to the Card Company hereunder without prior notice to the Borrower upon request of the Card Company. The Borrower agrees that the Card Company may disclose the aforesaid authorization and instruction to the Banks and the Borrower shall, at his/her own costs, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within his/her power to implement this authorization and instruction. The Borrower further agrees that any of the Banks acting in reliance upon this Clause 16 shall not be liable for any loss suffered by the Borrower and the Card Company shall not be liable for any overdraft interest and/or handling charges arising out of any of the Banks acting in reliance upon this Clause 16.
17. All payments made by the Borrower to the Card Company shall only be deemed to have received upon actual receipt of the immediately available cleared fund by the Card Company and such payments shall be free and clear of and without any deduction or withholding for or on account of any tax. If a withholding or deduction is required by law or otherwise, the Borrower will pay an increased amount so that the Card Company receives a net amount equal to what the Card Company would have received had there been no withholding or deduction.
18. The Borrower acknowledges that in the event of any default in repayment of any amount from time to time due to the Card Company, the Card Company is entitled to appoint debt collection agencies and/or institute legal proceedings at any time to enforce repayment. The Borrower agrees to indemnify the Card Company against all costs and expenses reasonably incurred in connection with the appointment of debt collection agencies provided that the total collection costs recoverable from the Borrower shall in normal circumstances not exceed 30% of the aggregate outstanding balance, and against all legal costs and expenses reasonably incurred by the Card Company in enforcing payment through legal proceedings.
19. The Borrower confirms that all the information provided to the Card Company is true and complete and undertakes to inform the Card Company immediately in writing of any change in the name, address, telephone number and employment of the Borrower. The Borrower further agrees to provide any additional information or document promptly which the Card Company may require.
20. The Card Company may communicate with or seek instructions from the Borrower through telephone, facsimile, Internet or such other method as the Card Company may from time to time determine. In this connection, the Borrower hereby consents to the Card Company taking record of any such communication and/or instructions by such means and retain it for such period as it considers appropriate. The Card Company shall in good faith and with due care give effect to such communication and/or instructions without requiring further confirmation from the Borrower.
21. The Card Company has absolute discretion to determine any matter in connection with the Loan and any such determination shall be final and binding on the Borrower (save and except manifest error).
22. Time shall be of the essence herein but no failure or delay by the Card Company in exercising any right, power or remedy hereunder or any indulgence given or negotiation undertaken by the Card Company shall operate as a waiver or in any way prejudice any of the rights, powers or remedies of the Card Company hereunder.
23. The Borrower hereby acknowledges that the Borrower has received, read and understood the contents of the Data Policy Notice or such other document(s) issued under whatever name from time to time by the Card Company and certain of its related entities relating to their general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time) ("DPN") and agrees that the contents of the DPN shall be binding on the Borrower. Copies of the current version of the DPN are available at the principal place of business of the Card Company in Hong Kong or on the website of the Card Company at [www.boci.com.hk](http://www.boci.com.hk). The Borrower hereby authorizes the Card Company to use any information it may have concerning the Borrower and/or the Loan in accordance with the DPN.
24. Where the Borrower consists of more than one person, the liabilities and obligations of the Borrowers under these terms and conditions are joint and several. Any instructions given by or communication with any one of them shall be deemed to be given by or communicated with all of them.
25. The Card Company shall be entitled at any time at its sole and absolute discretion to assign, sub-participate or transfer any or all of its rights and obligations hereunder to any other persons without consent of or prior notice to the Borrower. The Borrower shall not be entitled to assign or transfer any of its rights and obligations hereunder.
26. The Card Company will where practicable give not less than 30 days' prior notice to the Borrower before any significant change of these terms and conditions takes effect, unless such changes are beyond the Card Company's control.
27. If any of the provisions of these terms and conditions is held to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision(s) is/are to be severed from the remaining provisions insofar as is possible without modifying or affecting the remaining provisions. Such provision shall not affect the validity of the remaining provisions.
28. If the Borrower shall experience any difficulty in repaying or servicing the Loan, the Borrower shall inform the Card Company as soon as possible.
29. The Borrower warrants, represents and undertakes that no part of any Loan granted by the Card Company is intended, or will be used, directly or indirectly, for financing the acquisition (whether already made or proposed) by the Borrower or any person whomsoever of any shares in BOC Hong Kong (Holdings) Limited, or for reducing or discharging a liability incurred by the Borrower or any person whomsoever in connection with any such acquisition.
30. Without affecting other methods of communication, any statement, notice, demand or other communications are deemed to be received by the Borrower: (i) on posting for 3 Business Days in one or more of the banking halls in Hong Kong of the Banks, (ii) 3 Business Days after publication as an advertisement in a Hong Kong newspaper, (iii) when posted on the website of the Card Company, (iv) when left at any of the address of the Borrower on the Card Company's record, or 48 hours after mailing to such address or 7 days if the address is overseas, (v) when sent by electronic mail or message or facsimile to any of email address or equipment or facsimile number of the Borrower on the Card Company's record, or (vi) when communicated including by leaving a voice message, if by telephone or other oral communication notwithstanding the death or incapacity of the Borrower. For the purpose of this Clause 30, "Business Day" means a day on which the Banks are open for business in Hong Kong other than Sunday and public holiday. Without prejudice to the generality of the foregoing provisions, the Card Company may give verbal notice to the Borrower personally or by telephone and any verbal notice so given shall be immediately effective and binding upon the Borrower. Any notice or communication to the Card Company shall not be effective until actually received by the Card Company.
31. Where a top-up loan facility is offered with the Loan and accepted by the Borrower, the Borrower may redraw the repaid principal amount of the Loan. However, the total outstanding Loan amount cannot at any time exceed the credit limit stated in the Loan Advice. The top-up loan facility and credit limit shall continue to be valid (subject to periodic credit review by the Card Company) when the Borrower has fully repaid the Loan unless the Borrower requests to terminate the Loan facility by giving a written notice to the Card Company seven working days in advance. Notwithstanding the aforesaid, the availability of top-up loan facility will be subject to periodic credit review by the Card Company and may be terminated or suspended at its absolute discretion without prior notice.

32. Shall there be any inconsistency between the Chinese version and the English version of these terms and conditions, the English version shall prevail.
33. These terms and conditions are governed by and shall be construed in accordance with the laws of Hong Kong and the Borrower hereby agrees to submit to the non-exclusive jurisdiction of the courts of Hong Kong for any dispute arisen out of or in connection to these terms and conditions.
34. If at any time any provision hereof becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
35. These terms and conditions shall be binding on each successor, personal representative and person lawfully acting on behalf of the Borrower.
36. To reinforce the Card Company's firm stance against tax illicit activities and to meet the legal and compliance requirements in connection with the detection, investigation and prevention of money laundering, terrorist financing, tax evasion, fraud, or any acts or attempts to circumvent or violate any laws relating to these matters, the Card Company shall take all necessary actions including but not limited to routinely screening, monitoring and reviewing the Borrower and the Borrower's transactions for such purposes. The Borrower confirms and understands that the Borrower's tax status will be subject to such screening and monitoring. The Borrower also represents to the Card Company that the Borrower has, to the best of the Borrower's knowledge, not committed or been convicted of tax crimes.
37. Remuneration of the Card Company's sales staff may consist of fixed and variable components. The award of variable remuneration correlates in part with the staff's performance in financial and non-financial factors.

#### REMARKS OF BOC EXPRESS CASH INSTALMENT LOAN

Unless otherwise specified, capitalized terms herein shall have the same meaning as those defined in the Terms and Conditions of BOC Express Cash Instalment Loan.

1. The interest rate will depend on the customer's credit rating, loan amount and Loan Period and confirmed in the Loan Advice. The Card Company may at its absolute discretion approve or decline the application and determine the loan amount and relevant interest rate without giving any reason. If the customer's application cannot meet the credit approval requirements for BOC Express Cash Instalment Loan, the application may still be processed with an adjusted interest rate, or other credit facility may be offered.
2. The Card Company will with reference to the Loan Period charge 0.75% to 1.5% of the loan amount per annum as Handling Fee and deduct such fee from the Loan at the time of loan advancement. If the Loan Period is shorter than 1 year, it shall be deemed to be 1 year. The Handling Fee paid will not be refunded in all circumstances.
3. The Card Company will charge an early settlement penalty at 2% of the loan amount. The Card Company may at its discretion adjust the early settlement penalty at any time with prior notice.
4. If the customer fails to pay any sum payable in relation to the loan when due or on the Repayment Date or any Subsequent Repayment Date, the customer shall each time pay Default Interest at the rate of 3% of the overdue amount, together with a default handling fee of HK\$400.
5. For repayment by cheque or autopay, the Card Company will charge HK\$150 per transaction for returned cheque or rejected autopay transaction.
6. Customers may redraw the repaid principal amount of the Loan. Please contact our staff for details and the terms and conditions.
7. The designated loan disbursement account and loan repayment account must be the applicant's personal and sole name account. Any joint account or company account will not be accepted.
8. The Card Company reserves the right to approve or decline any application at its sole discretion without giving any reason. All approved applications for BOC Express Cash Instalment Loan are irrevocable.
9. Interest will be accrued from the day when the loan is disbursed.
10. The beneficiary bank may charge a handling fee for processing the funds being transferred. In the event the beneficiary bank returns the transferred fund and levy charges due to the applicant's individual circumstances, the Card Company shall charge a handling fee (maximum of HK\$300) to be debited to the applicant's loan repayment account. Please contact your recipient bank for details.
11. The Card Company may at its discretion amend, suspend or terminate the offer and its terms and conditions at any time without prior notice. In case of any disputes, the decision of the Card Company shall be final.
12. Shall there be any discrepancy between the Chinese and the English versions of the above terms and conditions, the English version shall prevail.

#### REMARKS

1. The applicant must be a Hong Kong permanent resident aged 18 or above.
2. Applicants are requested to enclose with their filled in application form a copy Hong Kong Identity Card (the copy should be in A4 size, enlarged and lighter in color); or passport copy in event of a non-Hong Kong Permanent resident.
3. The Card Company may request additional documents in the course of application processing. The Card Company, having regard to the applicant's credit report, reserves the right to approve or decline without giving any reason any application at its sole discretion.

中銀「易達錢」東主貸款直接付款授權書  
BOC Express Cash Business Loan Direct Debit Authorization

如欲選擇其他銀行賬戶作指定還款賬戶，請填寫此「直接付款授權書」。  
Please complete this "Direct Debit Authorization" form if other bank's account is chosen as Designated Loan Repayment Account.

收賬戶戶名(受益人) Name of party to be credited (The Payee) BOC CREDIT CARD (INTERNATIONAL) LIMITED	收款賬戶號碼 Account to be credited 043-472-0-021777-0
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致下述銀行：

本人現授權 貴行依照中銀信用卡(國際)有限公司(「受益人」)不定時通知 貴行的數額，由本人下述之賬戶(「扣賬戶口」)以轉賬形式將該數額支付給受益人。本人承諾在扣賬戶口內預留足夠的款項以應付轉賬，並同意下列各點：

- 貴行有絕對酌情權辦理本授權書授權之任何轉賬，儘管扣賬戶口內有沒有足夠即可提用款項以應付任何轉賬。
- 本人將個別承擔因任何轉賬而令扣賬戶口透支之全部責任(包括支付利息及任何手續費)。
- 本授權書在毋須取得本人同意情況下將仍然全面生效，儘管受益人或許已通知 貴行對下列任何事項作出變更：(i) 此述之收款賬戶；或 (ii) 此述之指定賬戶號碼。
- 貴行只要遵照受益人所通知的數額轉賬而毋須查証該等轉賬是否已得到本人的同意。
- 本人取消或更改本授權書之任何通知，須於取消/更改生效日最少3個工作天之前交予 貴行。本人亦會同時將該通知副本送予受益人。
- 貴行可於毋須事先通知本人或向本人提供任何理由而不履行或不再根據本授權書行事。
- 在不影響上述一般性的情況下，本人的扣賬戶口若連續3次沒有足夠即可提用的款項應付轉賬時， 貴行有絕對酌情權不履行或不再根據本授權書行事，而毋須向本人發出任何通知。
- 貴行徵收之服務費用，可由本人之扣賬戶口內支付。(如中、英文文意有出入，以英文為準)

To: The Bank named below,

I hereby authorize the addresses Bank to transfer such sum or sums of money from my bank account, specified below (the "Debit Account") to the Payee account named above as the Payee may from time to time advise you to do so. I hereby undertake to keep the designated Debit Account with sufficient funds to meet such commitments. I further agree that:

- The Bank shall be entitled, in its absolute discretion, to make any transfer hereby authorized notwithstanding that there are insufficient funds immediately available in the designated Debit Account to meet any such transfer(s).
- I accept full responsibility for any overdraft (including payment of interest thereon and any handling charge) in the designated Debit Account as a result of any such transfer(s).
- This authorization shall remain in full force and effect without having first obtained my consent notwithstanding the Payee may have informed the Bank of any change (i) to the account specified herein and into which account any funds should be credited or (ii) to the number of the Designated Account specified herein.
- The Bank shall be entitled to act on the advice of the Payee as to the amount to be transferred and shall not be obliged to ascertain whether the sum and sums so advised by the payee for transfer is agreed by me.
- Any notice of cancellation or variation of this authorization which I may give to the Bank shall be given at least 3 working days prior to the date on which such cancellation/variation is to take effect. A copy of such notice shall also be given to the Payee by me.
- The Bank may refuse to comply with or act pursuant to this authorization at any time without prior notice or giving me any reason.
- Without limiting the generality of the foregoing, if transfer cannot be effected for 3 consecutive times due to insufficient funds in the Debit Account, the Bank may at its absolute discretion refuse to comply with or act pursuant to this authorization without prior notice to me.
- Any service charge due to the Bank will be deducted from the designated Debit Account.

繳付戶口  
To Pay For

注意：由於辦理是項自動轉賬服務需時，故請暫以其他付款方式繳付中銀「易達錢」東主貸款賬項，直至收到另函通知授權生效為止。  
Note: Until such time as you may have received written confirmation of a direct debit arrangement, please settle your BOC Express Cash Business Owner Loan account balance by such other means of payment as may be expedient.

賬戶持有人姓名 Name of Account Holder	指定賬戶號碼 Designated Account No. <div></div>
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付款銀行戶口(只接受港幣儲蓄戶口或支票戶口)  
To Debit From (Only HKD Savings or Current Account is accepted)

本人在銀行戶口上所記錄之名稱 My Name as Recorded on the designated Bank Account	日間聯絡電話 Daytime Contact Tel. No.
本人之銀行及分行之名稱 My Bank Name and Branch	銀行編號      分行編號      本人之賬戶號碼 Bank No.      Branch No.      My Account No. <div></div>
本人扣賬銀行戶口之印鑑簽署 My signature for the designated debit Bank Account	銀行專用 For Bank Use Only DEBTOR'S REF <div></div> 銀行核對印鑑(授權人員簽字連授權欄蓋章) Bank Verification (Authorized Signature with Bank Chop)  授權人員簽章編號 Signature No. : <div></div> 日期 Date

卡公司專用 FOR CARD CENTRE USE ONLY

Verified by	Date	Made by	Date	Checked by	Date
Remarks :					

## Data Policy Notice

- This Notice sets out the data policies of BOC Hong Kong (Holdings) Limited and its subsidiaries, including Bank of China (Hong Kong) Limited, Nanyang Commercial Bank, Limited, Chiyu Banking Corporation Limited, BOC Credit Card (International) Limited, BOC Group Life Assurance Company Limited, Po Sang Futures Limited, BOCHK Asset Management Limited (each a "Company", for as long as such Company remains a subsidiary of BOC Hong Kong (Holdings) Limited) in respect of their respective data subjects (as hereinafter defined). The rights and obligations of each Company under this Notice are several and not joint. No Company shall be liable for any act or omission by another Company.
- For the purposes of this Notice, the "Group" means the Company and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of the Company's holding companies, wherever situated.
- The term "data subject(s)", wherever mentioned in this Notice, includes the following categories of individuals :
  - applicants for or customers, authorized signatories, policy holders, beneficiaries and other users of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth provided by a Company;
  - sureties, guarantors and parties providing security, guarantee or any form of support for obligations owed to a Company;
  - directors, shareholders, officers and managers of any corporate applicants and data subjects/users; and
  - suppliers, contractors, service providers and other contractual counterparties of the Company.

For the avoidance of doubt, "data subjects" shall not include any incorporated bodies. The contents of this Notice shall apply to all data subjects and form part of any contracts for services that the data subjects have or may enter into with the Company from time to time. If there is any inconsistency or discrepancy between this Notice and the relevant contract, this Notice shall prevail insofar as it relates to the protection of the data subjects' personal data. Nothing in this Notice shall limit the rights of the data subjects under the Personal Data (Privacy) Ordinance (Cap. 486, Laws of Hong Kong) (the "Ordinance").
- From time to time, it is necessary for the data subjects to supply the Company with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities.
- Failure to supply such data may result in the Company being unable to open or continue accounts or establish or continue banking facilities or provide financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities.
- Data relating to the data subjects are collected or received by the Company from various sources from time to time. Such data may include, but not limited to, data collected from data subjects in the ordinary course of the continuation of the relationship between the Company and data subjects, for example, when data subjects write cheques, deposit money, effect transactions through credit cards issued or serviced by the Company or generally communicate verbally or in writing with the Company, and data obtained from other sources (for example, credit reference agencies). Data may also be generated or combined with other information, available to the Company or any member of the Group.
- The purposes for which the data relating to the data subjects may be used are as follows:
  - assessing the merits and suitability of the data subjects as actual or potential applicants

- for financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and/or processing and/or approving their applications, variation, renewals, cancellations, reinstatements and claims;
  - facilitating the daily operation of the services, credit facilities provided to and/or insurance policies issued to the data subjects;
  - conducting credit checks whenever appropriate (including, without limitation, at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year) and carrying out matching procedures (as defined in the Ordinance);
  - creating and maintaining the Company's scoring models;
  - providing reference;
  - assisting other financial institutions to conduct credit checks and collect debts;
  - ensuring ongoing credit worthiness of data subjects;
  - researching, customer profiling and segmentation and/or designing financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities for data subjects' use;
  - marketing services, products and other subjects (please see further details in paragraph 10 below);
  - determining amounts owed to or by the data subjects;
  - enforcing data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
  - complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or any of its branches or that it is expected to comply according to:
    - any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
    - any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
    - any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Company or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
  - complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - enabling an actual or proposed assignee of the Company, or participant or sub-participant of the Company's rights in respect of the data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - comparing data of data subjects or other persons for credit checking, data verification or otherwise producing or verifying data, whether or not for the purpose of taking adverse action against the data subjects;
  - maintaining a credit history or otherwise, a record of data subjects (whether or not there exists any relationship between data subjects and the Company) for present and future reference; and
  - purposes incidental, associated or relating to Paragraph 7.
8. Data held by the Company relating to data subjects will be kept confidential but the Company may provide and disclose (as defined in the Ordinance) such data to the following parties for the purposes set out in the previous paragraph:
- any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Company in connection with the operation of its business, wherever situated;

- any other person under a duty of confidentiality to the Company including any member of the Group which has undertaken to keep such information confidential;
  - the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - any person making payment into the data subject's account;
  - any person receiving payment from the data subject, the banker of such person and any intermediaries which may handle or process such payment;
  - credit reference agencies, and, in the event of default, to debt collection agencies;
  - any financial institutions, charge or credit card issuing companies, insurance company, securities and investment company with which the data subjects have or propose to have dealings; and any reinsurance and claims investigation companies, insurance industry associations and federations and their members;
  - any person to whom the Company or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Company or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Company or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
  - any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of the data subject; and
  - any member of the Group;
    - third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
    - third party reward, loyalty, co-branding and privileges programme providers;
    - co-branding partners of the Company and the Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
    - charitable or non-profit making organisations; and
    - external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the purposes set out in paragraph (7)(i) above, wherever situated.
- The Company may from time to time transfer the data relating to the data subjects to a place outside Hong Kong Special Administrative Region for the purposes set out in paragraph 7 above.
- With respect to data in connection with mortgages applied by the data subject (if applicable, and whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Company, on its own behalf and/or as agent, to a credit reference agency:
    - full name;
    - capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
    - identity card number or travel document number;
    - date of birth;
    - correspondence address;
    - mortgage account number in respect of each mortgage;
    - type of the facility in respect of each mortgage;
    - mortgage account status in respect of each mortgage (e.g., active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and

(i) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Company for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong Special Administrative Region, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

**10. USE OF DATA IN DIRECT MARKETING**

The Company intends to use the data subject's data in direct marketing and the Company requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of the data subject held by the Company from time to time may be used by the Company in direct marketing;
- (b) the following classes of services, products and subjects may be marketed:
  - (i) financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities;
  - (ii) reward, loyalty or privileges programmes and related services and products;
  - (iii) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (c) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
  - (i) any member of the Group;
  - (ii) third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
  - (iii) third party reward, loyalty, co-branding or privileges programme providers;
  - (iv) co-branding partners of the Company and the Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (v) charitable or non-profit making organisations;
- (d) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph 10(a) above to all or any of the persons described in paragraph 10(c) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's written consent (which includes an indication of no objection) for that purpose;

**If a data subject does not wish the Company to use or provide to other persons his data for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Company.**

11. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any data subject has the right:
- (a) to check whether the Company holds data about him and of access to such data;
  - (b) to require the Company to correct any data relating to him which is inaccurate;
  - (c) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company;
  - (d) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
  - (e) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Company to a credit reference agency, to instruct the Company, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount

last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Company to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

- 12. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 11(e) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
- 13. In the event any amount in an account is written-off due to a bankruptcy order being made against the data subject, the account repayment data (as defined in paragraph 11(e) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency, whichever is earlier.
- 14. In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.
- 15. The persons to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows: -

**Bank of China (Hong Kong) Limited**

The Data Protection Officer  
Bank of China (Hong Kong) Limited  
Bank of China Tower  
1 Garden Road Hong Kong  
Facsimile: (852) 2826 6860

**Nanyang Commercial Bank, Limited**

The Data Protection Officer  
Nanyang Commercial Bank, Limited  
151 Des Voeux Road Central  
Hong Kong  
Facsimile: (852) 2815 3333

**Chiyu Banking Corporation Limited**

The Data Protection Officer  
Chiyu Banking Corporation Limited  
78 Des Voeux Road Central  
Hong Kong  
Facsimile: (852) 2810 4207

**BOC Credit Card (International) Limited**

The Data Protection Officer  
BOC Credit Card (International) Limited  
20/F, BOC Credit Card Centre  
68 Connaught Road West  
Hong Kong  
Facsimile: (852) 2541 5415

**BOC Group Life Assurance Company Limited**

The Data Protection Officer  
BOC Group Life Assurance Company Limited  
68 Connaught Road West  
13/F, Cityplaza One, 1111 King's Road,  
Taikoo Shing, Hong Kong  
Facsimile: (852) 2522 1219

**Po Sang Futures Limited**

The Data Protection Officer  
Po Sang Futures Limited  
1/F, Wing On House  
71 Des Voeux Road Central  
Hong Kong  
Facsimile: (852) 2854 1955

**BOCHK Asset Management Limited**

The Data Protection Officer  
BOCHK Asset Management Limited  
32/F, Bank of China Tower  
1 Garden Road  
Hong Kong  
Facsimile: (852) 2532 8216

- 16. The Company may have obtained a credit report on the data subject from a credit reference agency in considering any application for credit. In the event that the data subject wishes to access the credit report, the Company will advise the contact details of the relevant credit reference agency.
- 17. If there is any inconsistency between the English version and the Chinese version of this Notice, the Chinese version shall prevail in relation to any matters arising in the Mainland China exclusive of the Hong Kong Special Administrative Region, the English version shall prevail in relation to any matters arising in the Hong Kong Special Administrative Region and elsewhere.

# Key Facts Statement (KFS) for Instalment Loan

BOC Credit Card (International) Ltd.

BOC Express Cash Instalment Loan  
September 2015

This product is an instalment loan.				
This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our loan advice for the final terms of your instalment loan.				
Interest Rates and Interest Charges				
Annualised Percentage Rate (APR) <sup>1</sup>	For a loan amount of HK\$100,000:			
	Loan Tenor	6-month	12-month	24-month
	APR (or range of APR)	As low as 6.13% <sup>2</sup>	As low as 5.13% <sup>2</sup>	As low as 5.38% <sup>2</sup>
Annualised Overdue / Default Interest Rate	3% overdue interest rate will be applied when a monthly payment is overdue. Overdue interest will be calculated based on overdue amount and be charged once only for an overdue payment.			
Fees and Charges				
Handling Fee	Annual Handling Fee: 0.75% - 1.5% of loan amount per annum will be charged upon loan drawdown. Credit Balance Refund Fee: HK\$50 per transaction			
Late Payment Fee and Charge	HK\$400 per overdue payment.			
Prepayment / Early Settlement / Redemption Fee	2% of loan amount will be charged if you fully repay the loan before loan maturity date.			
Returned Cheque / Rejected Autopay Charge	HK\$150 per returned cheque / rejected autopay payment.			
Additional Information				
1. An APR is a reference rate which includes the basic interest rates and other fees and charges of a product expressed as an annualised rate.				
2. This APR is calculated based on a loan amount of HK\$100,000, a loan tenor of 6/12/24 months, a monthly flat interest rate of 0.1639%/0.1639%/0.1659% respectively and an annual handling fee of 0.75%. The APR is calculated according to the guidelines laid down in the Code of Banking Practice and based on a number of assumptions for reference use only. The actual APR will depend on the customer's credit rating, loan amount and loan tenor.				

# Key Facts Statement (KFS) for Revolving Credit Facility

BOC Credit Card (International) Ltd.

BOC Express Cash Revolving Credit  
September 2015

This product is a revolving credit facility.		
This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our loan advice for the final terms of your revolving credit facility.		
Interest Rates and Interest Charges		
Annualised Percentage Rate (APR) <sup>1</sup>	Loan Amount	APR
	HK\$ 5,000	As low as 14.03% <sup>2</sup>
	HK\$ 20,000	As low as 10.74% <sup>2</sup>
	HK\$ 100,000	As low as 8.03% <sup>2</sup>
Annualised Overdue / Default Interest Rate	46.78% Additional yearly flat interest rate of 4% will be applied to outstanding loan balance on a compound basis, if you have failed to meet the requirement of Minimum Payment on two or more occasions in respect of the last 6 consecutive statements ("Triggering Event") <sup>3</sup> .	
Overlimit Interest Rate	Not Applicable	
Minimum Payment	3% of outstanding loan balance (subject to a minimum of HK\$40), plus any overdue minimum payment amount and any overlimit amount.	
Fees and Charges		
Handling Fee	Statement Copy Retrieval Fee: Free for statements within the last 2 months; and HK\$50 per copy for statements preceding the last 2 months. Sales Slip Retrieval Fee: HK\$30 per copy Foreign Currency Cheque Repayment Fee: HK\$100 per cheque Credit Balance Refund: HK\$50 per transaction Credit Reference Letter: HK\$200 per copy	
Annual Fee / Monthly Fee <sup>4</sup>	1% of credit limit per annum (subject to a minimum of HK\$50 and a maximum of HK\$1,000).	
Withdrawal Fee / Transaction Fee	2% of transaction amount plus HK\$20 per transaction (or 2% of transaction amount plus HK\$25 per gift cheque purchase through ATM) will be charged when Cash Advance <sup>5</sup> / Balance Transfer Service <sup>5</sup> / Cash Before Card Service <sup>5</sup> / payment or fund transfer through "JET Payment" in Hong Kong <sup>5</sup> . 2% of transaction amount plus HK\$20 per transaction will be charged when Cash Advance in Mainland China or Macau. 2% of transaction amount plus HK\$20 per transaction will be charged when payment or fund transfer through "Online Bill Payment" <sup>5</sup> .	
Late Payment Fee and Charge	5% of minimum payment amount (subject to a minimum of HK\$100 and a maximum of HK\$200) per each late payment.	
Overlimit Handling Fee	HK\$100 per statement period will be charged if your current loan balance exceeds the credit limit of the loan.	
Returned Cheque Charge / Rejected Autopay Charge	HK\$150 per returned cheque / rejected autopay payment.	
Lost Card Replacement Fee	HK\$100 per replacement of lost card.	
Additional Information		
1. An APR is a reference rate which includes the basic interest rates and other fees and charges of a product expressed as an annualised rate. 2. This APR is calculated based on a loan amount of HK\$5,000/ HK\$20,000/ HK\$100,000 and a yearly interest rate of 12.5%/ 9.5%/ 7.0% respectively. The APR is calculated according to the guidelines laid down in the Code of Banking Practice and based on a number of assumptions for reference use only. The actual APR will depend on the customer's credit rating and loan amount. 3. Default Interest Rate will be applied during the period from the day following the statement date of the statement first issued after the occurrence of the Triggering Event until the statement date of the statement first issued after the cessation of the Triggering Event. Any special offers (such as preferential interest rates) applicable to the account will be suspended until such time as the Default Interest Rate ceases to apply. 4. Only applicable to customers applied for BOC Express Cash Revolving Credit on or after 1 June 2009. 5. Any withdrawal or fund transfer of credit balance or any part thereof from BOC Express Cash Revolving Credit account, except effected by way of a credit balance refund procedure, will be treated as a cash advance transaction.		